



LETTER OF APPOINTMENT

MEMORANDUM FOR Phyllis L. Jarvis Wright, FEDSIM PM

Subject: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the FEDSIM Contracting Officer or Contract Specialist immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING AND EVALUATING PERFORMANCE

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the FEDSIM Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the FEDSIM Contracting Officer and/or Contract Specialist.

If applicable and in accordance with Federal Acquisition Regulation (FAR) 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and Office of Management and Budget (OMB) Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

MONITORING COSTS

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found,



bring this to the attention of the FEDSIM Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

CHANGES TO THE CONTRACT

You cannot authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the FEDSIM Contracting Officer. When in doubt, contact the FEDSIM Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the FEDSIM Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the FEDSIM Contracting Officer or Contract Specialist. When the proposed change is received by the FEDSIM Contracting Officer, you will be required to provide the FEDSIM Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the FEDSIM Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the FEDSIM Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the FEDSIM Contracting Officer of any Contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an organized contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.



CONTRACT CLOSEOUT

Within 30 days after the Contractor has met all terms and conditions of the contract, the COR must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the FEDSIM Contracting Officer or Contract Specialist.

I understand and accept my assignment as the Contracting Officer's Representative (COR)

X Phyllis Jarvis Wright

Signed by: PHYLLIS JARVIS WRIGHT



Note: This checklist follows the standard format of GSAM 542.1542.15 and content requirements of GSAM 542.15. The checklist may be tailored for the specific contract type. Any “NO” responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

GSAM 542.15 – Contractor Performance Information
GSAM 542.1503-71 – Information to collect

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of “show cause” letters and “cure notices” issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			



Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Terminations for default	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Adequacy of contractor's quality assurance system	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			



Exhibiting customer-oriented behavior	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Other performance elements identified	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Attachment B

Acronym List – TOR

Acronym	Definition
AAR	After Action Reviews
AASBS	Assisted Acquisition Services Business Systems
ACO	Administrative Contracting Officers
AFDP	Award Fee Determination Plan
AOR	Area of Responsibility
APACS	Aircraft and Personnel Automated Clearance System
APO	Army Post Office
AR	Army Regulation
ASSIST	Assisted Services Shared Information SysTem
AT	Antiterrorism
ATA	American Translators Association
ATO	Authority to Operate
CAC	Common Access Card
CAF	Contract Access Fee
CAS	Cost Accounting Standards
CCMD	Combatant Command
CFR	Code of Federal Regulations
CI	Counterintelligence
CIS	Central Invoice Services
CLIN	Contract Line Item Number
CNSSP	Committee on National Security Systems Policies
CO	Contracting Officer
CONOP	Concept of Operation
CONUS	Continental United States
COR	Contracting Officer's Representative
COTS	Commercial off-the-shelf
CPAF	Cost-Plus-Award-Fee
CSfC	Commercial Solutions for Classified
D/S	Disclosure Statement
DAWIA	Defense Acquisition Workforce Improvement Act
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DD	Department of Defense
DEL	Deliverable
DFACS	Dining Facilities
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoDD	Department of Defense Directive
DODI	Department of Defense Instruction
DSSR	Department of State Standardized Regulations

Acronym	Definition
ECMRA	Enterprise Contractor Manpower Reporting Application
EEO	Equal Employment Verification
EIT	Electronic and Information Technology
FAR	Federal Acquisition Regulation
FCCM	Facilities Capital Cost of Money
FEDSIM	Federal Systems Integration and Management Center
FFP	Firm-Fixed-Price
FOIA	Freedom of Information Act
FPO	Fleet Post Office
FTR	Federal Travel Regulation
FY	Fiscal Year
G&A	General and Administrative
GFI	Government-Furnished Information
GP	Government Property
GSA	General Services Administration
GSAM	General Services Administration Acquisition Manual
HAZMAT	Hazardous Materials
HQ	Headquarters
IA	Information Assurance
IDIQ	Indefinite Delivery/Indefinite Quantity
ISOPREP	Isolated Personnel Report
IT	Information Technology
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation
KM	Knowledge Management
KPQM	Key Personnel Qualification Matrix
LN	Non-Local National
LOA	Letters of Authorization
LOE	Level of Effort
MA	Multiple Award
MI&E	Meals and Incidental Expenses
MILAIR	Military Aircraft
MISO	Military Information Support Operations
MOE	Measure of Effectiveness
MOP	Measure of Performance
MS	Microsoft
MSR	Monthly Status Report
MWR	Morale, Welfare, and Recreation
NAICS	North American Industry Classification System
NATO	North Atlantic Treaty Organization
NDA	Non-Disclosure Agreement
NIAP	National Information Assurance Partnership
NLT	No Later Than
NSS	National Security Systems

Acronym	Definition
NTE	Not-to-Exceed
N/A	Not Applicable
OASIS	One Acquisition Solution for Integrated Services
OCI	Organizational Conflict of Interest
OCONUS	Outside CONUS
ODC	Other Direct Costs
OH	Overhead
OMB	Office of Management and Budget
OP	Operation Platform
OPSEC	Operational Security
PDF	Portable Document Format
PM	Program Manager
PMI	Project Management Institute
PMP	Program Management Plan
PNR	Problem Notification Report
POC	Point of Contact
PP	Protection Profiles
PRD	Project Requirements Document
PS	Project Start
PSC	Product Service Code
Q/Q	Qualitative/Quantitative
RIP	Request to Initiate Purchase
SA	Situational Awareness
SCI	Sensitive Compartmented Information
SF	Standard Form
SITREP	Situational Report
SOC	Service Occupational Classifications
SOP	Standard Operating Procedures
SPOT	Synchronized Pre-Deployment and Operational Tracker
TAR	Travel Authorization Request
TARP	Threat Awareness Reporting Program
TBD	To Be Determined
TDY	Temporary Duty
TO	Task Order
TOA	Task Order Award
TOR	Task Order Request
TPOC	Technical Point of Contact
TS	Top Secret
TSP	Training Support Package
TTP	Tactic, Techniques, and Procedures
T&M	Time and Materials
U.S.	United States
U.S.C.	United States Code
UR	Unlimited Rights

Acronym	Definition
URL	Uniform resource Locators
USAFRICOM	United States Africa Command
USCENTCOM	United States Central Command
USEUCOM	United States European Command
USINDOPACOM	United States Indo-Pacific Command
USSOCOM	United States Special Operations Command
VGSA	Visitor Group Security Agreement
WSP	Web Support Program
XML	Extensible Markup Language



ATTACHMENT D
AWARD FEE DETERMINATION PLAN (AFDP)
for
Requesting Department of Defense Combatant Commands (CCMDs)
Web Support Program (WSP)
Task Order

This AFDP is applicable to Period One (Month Day, 20XX - Month Day, 20XX)

SECTION 1: INTRODUCTION

This Award Fee Determination Plan (AFDP) provides procedures for evaluating the contractor's performance on the Web Support Program (WSP) Task Order (TO) on a Cost-Plus-Award-Fee (CPAF) basis for TO (insert number). A Quality Assurance Surveillance Plan (QASP) is required under Federal Acquisition Regulation (FAR) 46.401; this AFDP replaces the QASP for the work performed on a CPAF basis. The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor. The award fee objective for this TO is to afford the contractor the opportunity to earn award fee commensurate with optimum performance:

- a. By providing a workable AFDP with a high probability of successful implementation.
- b. By clearly communicating evaluation procedures that provide effective two-way communication between the contractor and the Government.
- c. By focusing the contractor on areas of greatest importance in order to motivate outstanding performance.

The amount of award fee earned and payable to the contractor for achieving specified levels of performance will be determined by the Award Fee Determination Official (AFDO), with the assistance of the Award Fee Evaluation Board (AFEB), per this AFDP. The maximum fee payable for any period is 100 percent of the Award Fee Pool Allocation. The contractor may earn all, part, or none of the award fee allocated to an evaluation period.

Standard terms used in the AFDP are:

- a. Award Fee Pool: The maximum award fee pool established at award.
- b. Award Fee Pool Allocation: The amount of the award fee pool that is allocated and potentially earned from the award fee pool for the specific award fee period subject to the AFDP.



SECTION 2: EVALUATION PERIODS

The Government will evaluate contractor performance every six months to determine award fee payment. Each CPAF labor Contract Line Item Number (CLIN) will contain two distinct Award Fee Evaluation Periods for a twelve-month period. Mid-Period reviews will be scheduled concurrent with in-process reviews as practicable.

Award Fee Evaluation Periods

CLIN(s)	PERIOD	Award Fee Evaluation Period Dates (Month Day, Year)
0001	1	Month Day, 20XX - Month Day, 20XX
0001	2	Month Day, 20XX - Month Day, 20XX
1001	3	Month Day, 20XX - Month Day, 20XX
1001	4	Month Day, 20XX - Month Day, 20XX
2001	5	Month Day, 20XX - Month Day, 20XX
2001	6	Month Day, 20XX - Month Day, 20XX
3001	7	Month Day, 20XX - Month Day, 20XX
3001	8	Month Day, 20XX - Month Day, 20XX
4001	9	Month Day, 20XX - Month Day, 20XX
4001	10	Month Day, 20XX - Month Day, 20XX

The Award Fee Evaluation Periods may be changed at the unilateral discretion of the Government.

SECTION 3: AWARD FEE POOL ALLOCATION FORMULA

3.1 Maximum Award Fee

The maximum Award Fee Pool for TO *(insert number)* over the life of the TO is *\$(copy maximum Award Fee pool from award document in Section B)*.

The maximum Award Fee Pool Allocation determined for each period shall never exceed the matching proportional amount of Award Fee listed in TO Section B CLIN for the applicable period of performance.

3.2 Allowable Award Fee Pool Allocation Methods

There are two methods to determine the maximum Award Fee Pool Allocation for each period.

3.2.1 Planned Value

Prior to the start of an Award Fee Evaluation Period, the AFDP is incorporated into the TO by modification, identifying in Section 4 and Section 8:

- a. Planned Cost for the Award Fee Evaluation Period (Section 4).
- b. Cost Control Criteria (Section 8).
- c. Service Level Agreements (SLAs) on Cost Control encouraging reductions in cost to achieve higher award fee and/or higher return on sale (Section 8).

3.2.2 Incurred Cost

In the absence of a documented Planned Value, the Award Fee Pool Allocation shall be based on the incurred cost for the period. Incurred cost data shall be provided by the contractor after the end of the Award Fee Evaluation Period, as calculated and reported by the contractor's approved Cost Accounting System. Invoiced cost shall not be used unless incurred cost is not available.

3.3 Prohibited Award Fee Pool Allocation Methods

3.3.1 Funded Cost

Funded cost will inherently exceed incurred cost. Award Fee Pool Allocations based on the funded cost would artificially increase the total effective award fee percentage higher than the negotiated amount at award. Funded cost shall never be utilized.

3.3.2 Estimated Cost

Estimated costs at award will inherently exceed incurred cost. Award Fee Pool Allocations based on the estimated cost would artificially increase the total award fee percentage higher than the negotiated amount at award. Estimated cost shall never be utilized.

3.3.3 Equal Distribution

Equal distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned value and incurred cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation. Equal distribution shall never be utilized.

3.3.4 Weighted Distribution

Weighted distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned Value and Incurred Cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation that correspond inherently to high levels of effort. Weighted distribution shall never be utilized.

3.4 First Award Fee Evaluation Period

The first Award Fee Evaluation Period for all CPAF awards will default to utilizing incurred cost to determine the Award Fee Pool Allocation. Transition activities inherently introduce level of effort variation. A Planned Value cannot be determined prior to award. Subsequent award fee evaluation periods should progress towards Planned Value.



SECTION 4: AWARD FEE PLANNED VALUE / RESULTS REPORTING

4.1 Initial Award Fee Evaluation Period

The Award Fee Planned Value/Results Reporting Table is completed after the end of the first Award Fee Evaluation Period. The fields to be completed are Cost Incurred Amount (\$), Award Fee Pool Allocation Amount (\$), Earned Award Fee (%), Earned Award Fee Amount (\$), and Unearned Fee Amount (\$).

4.2 Second and Subsequent Award Fee Evaluation Period

If the Award Fee Pool Allocation methodology is progressing from Incurred Cost to Planned Value, the Planned Value Amount and the Anticipated Funded Cost shall be recorded in the table below prior to the start of the section evaluation period.

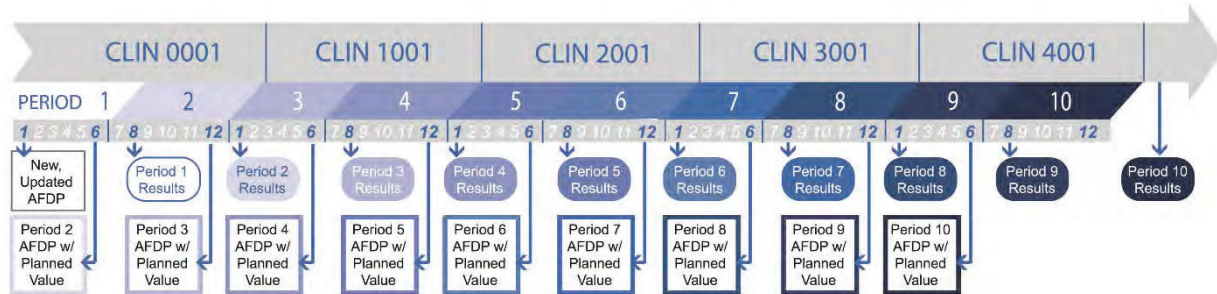
The Award Fee Pool Allocation Amount, Earned Award Fee Percent and Amount, and Unearned Fee Amount are completed after each award fee period to record results. If Planned Value allocation was not used, the default Cost Incurred Amount will be reported at the end of the award fee period.

Award Fee Planned Value/Results Reporting Table

Year	Period	Planned Value Amount (\$)	Anticipated Funded Cost (Planned Value minus Award Fee Pool Allocation)	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Fee Amount (\$) (Lost Award Fee)
Base Year	1							
Base Year	2							
First Option Period	3							
First Option Period	4							
Second Option Period	5							
Second Option Period	6							
Third Option Period	7							
Third Option Period	8							
Fourth Option Period	9							

Year	Period	Planned Value Amount (\$)	Anticipated Funded Cost (Planned Value minus Award Fee Pool Allocation)	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Fee Amount (\$) (Lost Award Fee)
Fourth Option Period	10							

Timeline for Planned Value



SECTION 5: AWARD FEE EVALUATION RATINGS

The following table shows the Award Fee Pool Allocation percentage by scores. The definition for each rating adjective is provided below.

Award Fee Pool Allocation Rating/Percentage

Adjectival Rating	Percentage of Fee
Excellent	91%-100%
Very Good	76%-90%
Good	51%-75%
Satisfactory	No Greater than 50%
Unsatisfactory	0%

The performance categories, once graded, describe the overall customer satisfaction with the tasks' key indicators. Contained in the ratings is a word picture of standards that allows each Performance Monitor to work from a common grading scale.

EXCELLENT

Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

VERY GOOD

Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

GOOD

Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

SATISFACTORY

Contractor has met overall, cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

UNSATISFACTORY

Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

SECTION 6: ORGANIZATIONAL STRUCTURE OF AWARD FEE DETERMINATION

6.1 Award Fee Determination Official (AFDO)

The AFDO is the Federal Systems Integration and Management Center (FEDSIM) Group Manager. The FEDSIM Contracting Officer (CO) will appoint the AFDO in writing.

The AFDO's responsibilities are:

- Approve the AFDP and authorize any changes to the AFDP throughout the life of the TO.
- Approve the members of the AFEB and appoint the AFEB Chairperson.
- Review assessments of contractor performance. Feedback coordinated with the AFEB will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.
- Determine the amount of award fee the contractor has earned based on its performance during each evaluation period.

6.2 Award Fee Evaluation Board (AFEB)

The AFEB has a Chairperson, Client Representatives, and/or Technical Point(s) of Contact (TPOCs). Other voting members of the AFEB are the FEDSIM Contracting Officer's Representative (COR) and representatives from the Client Organization. The FEDSIM CO is a non-voting advisory member of the AFEB. Additional non-voting board members may be Performance Monitors as deemed appropriate by the AFEB Chairperson. The following table provides the title or role of the individuals that are members of the AFEB. Substitutions are permitted in the event of a schedule conflict, subject to approval by the AFEB Chairperson. Attendance of the non-voting members is not required to convene the AFEB.

AFEB Members

Board Position	Name and Title
Chairperson	USSOCOM Representative
AFEB Voting Member	USSOCOM Representative
AFEB Voting Member	FEDSIM Contracting Officer's Representative
AFEB Voting Member **	USCENTCOM Representative
AFEB Voting Member **	USAFRICOM Representative
AFEB Voting Member **	USEUCOM Representative
AFEB Voting Member **	USINDOPACOM Representative
AFEB Non-Voting Member	FEDSIM Contracting Officer

**Optional seats. The AFEB Chairperson may appoint as many AFEB Voting members as desired but must have three voting members in addition to the Chairperson.

Non-voting members will participate in AFEB assessments of Performance Monitor evaluations and discussions of award-fee recommendations. Additionally, non-voting members are allowed to submit written reports on contractor performance to the AFEB for its consideration.

The responsibilities of the AFEB are:

- a. Recommend to the AFDO the specific elements upon which the contractor will be evaluated for each evaluation period.
- b. Request and obtain performance information from Performance Monitors involved in observing contractor performance.
- c. Evaluate the contractor's performance and summarize its findings and recommendations for the AFDO.
- d. Recommend to the AFDO the percentage of award-fee available during an evaluation period that the contractor should receive.

6.2.1 AFEB Chairperson

The responsibilities of the AFEB Chairperson are to:

- a. Conduct AFEB meetings.
- b. Resolve any inconsistencies in the AFEB evaluations.
- c. Ensure AFEB recommendations to the AFDO are timely and made in accordance with the Award Fee Agreement and this AFDP.
- d. Ensure timely payment of award fee earned by the contractor.
- e. Recommend any changes to the AFDP to the AFDO.
- f. Ensure and have overall responsibility for the proper execution of the AFDP including managing the activities of the AFEB.
- g. Exert overall responsibility for all documents and activities associated with the AFEB.
- h. Maintain the award fee files, including a current copy of the AFDP, any internal procedures, Performance Monitors' reports, and any other documentation having a bearing on the AFDO's award fee decisions.

6.2.2 Performance Monitors

Government and TO support personnel will be identified by the AFEB Chairperson as Performance Monitors to aid the AFEB in making its recommendation for award fee. Performance Monitors, responsible for the technical administration of specific tasks issued under the contract, document the contractor's performance against evaluation criteria in assigned evaluation areas(s). The primary responsibilities of the Performance Monitors include:

- a. Monitoring, evaluating, and assessing contractor performance in assigned areas.
- b. Preparing evaluation reports (scorecards) that ensure a fair and accurate portrayal of the contractor's performance.
- c. Recommending changes to the AFDP to the AFEB Chairperson.

These Performance Monitors will submit written reports, as required by the AFEB Chairperson, on the contractor's performance to the AFEB for consideration. Submission of reports will be coordinated through the AFEB Chairperson. Procedures and instructions for the Performance Monitors regarding midterm and final evaluations are provided below. The final report will be comprehensive and will be completed and submitted to the AFEB Chairperson in a timely manner.

SECTION 7: AWARD FEE DETERMINATION PROCESS

The contractor shall begin each evaluation period with zero percent of the available award fee and earn award fee based on performance during the evaluation period.

7.1 Monitoring and Assessing Performance

The AFEB Chairperson will assign Performance Monitors for the major performance areas. The Performance Monitors will be selected on the basis of expertise in the prescribed performance areas and/or association with specific technical tasks. The AFEB Chairperson may assign and change Performance Monitors assignments at any time without notice to the contractor. The AFEB Chairperson will ensure that each Performance Monitor and board member has copies of the TO and all modifications, a copy of this AFDP, and all changes and specific instructions for assigned areas.

Performance Monitors will conduct assessments of the contractor performance in their assigned areas. Feedback coordinated with the AFEB Chairperson will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.

7.1.1 Instructions for Performance Monitors

Performance Monitors will maintain a periodic written record of the contractor's performance, including inputs from other Government personnel, in the evaluation areas of responsibility. Performance Monitors will retain informal records used to prepare evaluation reports for 12 months after the completion of an evaluation period to support any inquiries made by the AFDO. Performance Monitors will conduct assessments in an open, objective, and cooperative spirit, so that a fair and accurate evaluation is made. Performance Monitors will make every effort to be consistent from period to period in their approach to determine recommended ratings. Positive accomplishments should be emphasized just as readily as negative ones.

- a. Performance Monitor Evaluation Reports. Performance Monitors will prepare midterm and final evaluation reports for each evaluation period during which they are Performance Monitors. The final reports will be more comprehensive. The reports, as a minimum, will contain the following information:
 1. The criteria and methods used to evaluate the contractor's performance during the evaluation period.
 2. The technical, economic, and schedule environment under which the contractor was required to perform. What effect did the environment have on the contractor's performance?
 3. The contractor's major strengths and weaknesses during the evaluation period. Give examples of the contractor performance for each strength and weakness listed. Also provide the reference in the specification, statement of work, data requirement, TO, etc. that relates to each strength or weakness.
 4. A recommended rating for the evaluation period using the adjectives and definitions set forth in this AFDP. Provide concrete examples of the contractor's performance to support the recommended rating.

7.2 Exclusions

Throughout the entire evaluation period, the contractor shall present and document any exclusion to the period of performance, due to circumstances beyond the control of the contractor, to the AFEB Chairperson within ten days of the end of the award fee period. The Performance Monitors should present the exclusions (if any) to the AFEB. If necessary, the AFEB will ask the contractor to present its case. The AFEB, in conjunction with the FEDSIM CO, will make a unilateral decision as to the exclusion from the evaluation.

7.3 Contractor Monthly Performance Reports

The contractor shall prepare Monthly Performance Reports that contain data that can be used to compare against the Performance Standards stated in this AFDP. All Monthly Performance Reports, including the raw data, shall be provided to the designated Performance Monitors.

Performance Monitors will collect the Monthly Performance Reports from the contractor, which they will review and analyze for accuracy and, if required, provide an oral or written summary to the AFEB.

7.4 Midterm Evaluation Procedures

The purpose of the midterm evaluation is to provide the contractor a quick, concise, interim Government review of contractor performance, and provide the contractor an opportunity to improve its performance prior to the determination of award fee earned at the end of the evaluation period. No award fee is paid based on midterm evaluations.

7.5 Final Evaluation Reports

The Performance Monitors will provide evaluations for the entire six-month evaluation period. Performance Monitors will submit final evaluation reports after the end date of the evaluation period to the AFEB Chairperson.

7.6 Contractor Self-Evaluation Presentation

The contractor may prepare a written self-assessment against the AFDP, along with the option of presenting the results to the AFEB upon request. This presentation should last no longer than one hour. If necessary, a subsequent question and answer session is permissible.

7.7 AFEB Meeting and Memorandum to the AFDO

The AFEB, after receipt of the contractor's self-evaluation, will meet and evaluate all performance information it has obtained. The AFEB will review the Performance Monitors' reports and prepare an Award Fee Evaluation Report. The Award Fee Evaluation Report will be a memorandum to the AFDO with the AFEB's recommendation.

7.8 AFEB Final Report

After meeting with the contractor, the AFEB will finalize the report and present it to the AFDO. The report will recommend the award fee amount and any unresolved contractor issues to the AFDO.

7.9 Issuing Award Fee Determination Report

The AFDO will consider the final AFEB report and ensure compliance with the AFDP. The AFDO may accept, reject, or modify the AFEB recommendation. The AFDO will make the final determination of the award fee earned during the period. The AFDO's determination of the amount of award fee earned and the basis of the determination will be stated in an Award Fee Determination Report and forwarded to the FEDSIM CO for the TO file via modification.

7.10 Award Fee Determination Notice

The FEDSIM CO will prepare this notice to the contractor stating the amount of the award fee earned for the evaluation period. The contractor shall invoice after accepting the modification including the award fee determination and any corresponding deobligation of unearned fee.

7.11 Failure to Conduct Timely Award Fee Determinations

If the Government fails to complete the Award Fee Determination within three calendar months of the end of the Award Fee Evaluation Period for two separate periods, the Government will convert the CPAF CLINs for the remaining periods of performance to Cost-Plus-Fixed-Fee (CPFF). The CPFF type will be term. The fixed fee amount will be the same percentage as negotiated for award fee (limited by the statutory limit of ten percent).

SECTION 8: EVALUATION CRITERIA AND WEIGHTS

The AFDP consists of award fee provisions for three distinct areas. The award fee areas are broken down as follows:

Award Fee Areas

Weight	Evaluation Criteria
30%	Criteria 1 – Transition-In
20%	Criteria 2 – Program Management and Communication
20%	Criteria 3 – Cost Control
30%	Criteria 4 – Technical Effectiveness
100%	Total

The criteria and weights provided above and discussed in detail below are guidelines to be used in evaluating these areas to determine the appropriate award fee. The criteria and relative percentages may be adjusted for subsequent award fee periods. Members of the AFEB and working group will use the following examples of criteria to evaluate the contractor's performance during each award fee evaluation period.

SLAs and other subjective criteria may be revised for subsequent award fee periods. Those future SLAs will be developed jointly by the contractor and Government and may replace some or all of the criteria listed below. The Government has the final responsibility for determining which SLAs will be incorporated.

8.1 Criteria 1: Transition-In – 30%

- How effective was the contractor in executing its Transition-In Plan?
- How effective was the contractor in capturing knowledge and coordinating activities with the outgoing contractor?
- How effective was the contractor in reaching full staffing levels and on-boarding staff (including, but not limited to, badging, completion of mandatory training, requests for network access, etc.)?
- How effective was the contractor in proactively ensuring lapses in service did not occur and moving toward a steady operational state across the TO while managing Transition-In activities?

8.2 Criteria 2: Program Management and Communication – 20%

- How effective and proactive was the contractor in communicating activities, challenges, and operational status updates to appropriate Government personnel across the TO? How effective was the contractor at proactively providing alternatives to meeting changing or surge requirements?
- How effectively did the contractor take ownership of issues and push towards resolution?

- c. How effective has the contractor performed in ensuring there were no client concerns/issues, and when presented, how effective and timely was the contractor in resolving the concerns/issues?
- d. Did the contractor proactively identify and mitigate or avoid programmatic risks and problems?
- e. How effective was the contractor in facilitating collaboration and coordination to increase the effectiveness of Internet-based MISO efforts across Combatant Commands (CCMDs)?

8.3 Criteria 3: Cost Control – 20%

- a. How accurate were the contractor's cost estimates, how efficient and effective were the contractor's plans for use of contractor and Government resources, and how well did actual usage of resources met those plans?
- b. How well did the contractor manage costs and how effective were the contractor's proposed cost mitigation strategies?
- c. How complete, timely, and accurate were the contractor's invoices, including the timeliness of charges, and how well did the invoices meet the TO requirements?
- d. How effective is the contractor with identifying and communicating opportunities for cost savings and efficiencies to the Government?

8.4 Criteria 4: Technical Effectiveness – 30%

- a. How effective was the contractor at meeting TO requirements to include, but not limited to, deliverable due dates, schedules and timelines? In addition, were the deliverables and documentation accurate, complete and produced at the desired level of quality?
- b. How effective is the contractor in quickly and effectively obtaining the expertise and information required to achieve the outcomes described in the TO?
- c. How effective was the contractor in taking corrective actions on any identified performance issues? Did the contractor proactively identify and mitigate or avoid technical performance risks and problems?
- d. How proactive is the contractor in providing recommendations for creative methods and approaches to achieve the outcomes described in Task 2 – Conduct Internet-based MISO?
- e. How effective was the contractor in providing new, innovative solutions in terms of technology, process, or automation to drive efficiencies without disrupting current operations.



APPENDIX 1: AFEB Summary Evaluation Report

Date:

AFEB Chairperson Name:

Award Fee Period: from _____ to _____

(Attach additional pages, supporting data, etc. as needed.)

Criteria 1 – Transition-In: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 2 – Program Management and Communication: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 3 – Cost Control

Discussion:

Strengths:

Weaknesses:

Criteria 4 – Technical Effectiveness: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Award fee rating recommended for this evaluation criteria and period of performance with recommended percentage earned.

AFEB Chairperson Signature: _____



APPENDIX 2: AFEB Evaluator's Report

Instructions: Evaluators are requested to use bulleted format for submitting strengths, weaknesses, and recommendations. Also, evaluators are encouraged to attach additional sheets, supporting data, etc. for the final report.

Date:

Evaluator Name and Title:

Award Fee Period: from _____ to _____

Evaluator's Primary Task Area(s) (check all that apply):

<input type="checkbox"/>	Criteria 1 – Transition-In
<input type="checkbox"/>	Criteria 2 – Program Management and Communication
<input type="checkbox"/>	Criteria 3 – Cost Control
<input type="checkbox"/>	Criteria 4 – Technical Effectiveness

Note: Evaluators are NOT limited to evaluating only their own task areas. Experiences in other areas should also be evaluated. However, please indicate in the boxes above your primary area(s) of responsibility.

Special circumstances during this period and the impact:

- a.
- b.

Strengths of the contractor's performance:

- a.
- b.

Weaknesses in the contractor's performance (with examples and contract references):

- a.
- b.

Impact of the contractor's performance on execution of the program:

- a.
- b.

Corrective actions recommended, if any:

- a.
- b.

Award fee rating recommended for this evaluation criteria and period of performance (with supporting examples):

- a.
- b.

Evaluator's Signature: _____



**ATTACHMENT E
PROBLEM NOTIFICATION REPORT (PNR)**

Task Order Number:	GSQ00XXXXXXXXX
FEDSIM COR was verbally notified on:	[Notify the FEDSIM COR as soon as it becomes apparent that a scheduled delivery will be late.]
Date PNR Submitted:	[insert Month Day, Year]

Nature and Source of Problem:
[Provide a detailed description of the nature and source of the problem. Attach additional pages, if necessary.]
Is action required by the Government?
Yes/No [If Yes, describe Government action required and date required.]
Will the problem impact delivery schedule?
Yes/No [If Yes, identify which deliverables will be affected and extent of the delay, the rationale for late delivery, and overall project impact.]
Can required delivery be brought back on schedule?
Yes/No [Explain]
Describe corrective action needed to resolve problems:
[Provide a detailed description of corrective action needed to resolve the problem. Attach additional pages, if necessary.]
When will corrective action be completed?
[Provide the new delivery schedule and anticipated completion date.]
Are increased costs anticipated?
Yes/No [If Yes, identify the amount and nature of the increased costs anticipated and define Government responsibility for problems and costs.]



ATTACHMENT G
TRIP REPORT TEMPLATE

Trip Report Date:	[Trip Report shall be completed within 10 workdays following completion of each trip (unless specified otherwise in Section F).]	
Project Name:		
Task Order Number:	GSQ00XXXXXXXX	
Name of Traveler	[Provide First and Last name of Traveler]	
Location of Travel	From: [Origin]	To: [Destination]
Duration of Trip	From: [insert Month Day, Year]	To: [insert Month Day, Year]
Point of Contact (POC) at Travel Location	[Provide First and Last name of POC]	
Government Approval Authority Received	[Provide Travel Authorization Request (TAR) Number]	
Total Cost of the Trip	\$	

Purpose of the Trip
[Provide a detailed description of the purpose of the trip. Attach additional pages, if necessary.]
Knowledge Gained
[Provide a detailed description of any knowledge gained. Attach additional pages, if necessary.]
Comments, Conclusions, Action Items:
[Provide any additional comments, conclusions, or action items. Attach additional pages, if necessary.]

ATTACHMENT H

DELIVERABLE ACCEPTANCE/REJECTION FORM

Dear *[insert FEDSIM Contracting Officer's Representative (COR) Name]*:

Please review the deliverable identified below, provide any comments in the space provided or on an attached form, and sign and date. Comments are due by *[insert Month Day, Year]*.

DELIVERABLE NAME:	
AGENCY NAME:	
TASK <i>(Insert Section C reference)</i> :	
FEDSIM TASK ORDER NUMBER:	
FEDSIM PROJECT NUMBER <i>(if applicable)</i> :	
DELIVERABLE DUE DATE:	

I have reviewed the aforementioned document and have:

- ☐ Accepted without comments
- ☐ Accepted with comments
- ☐ Rejected with comments

COMMENTS:

Signature

Date

CCMD	Language
CC	Arabic
CC	Farsi
CC	French
CC	Kurdish (Kurmanji and Sorani)
CC	Pashto
CC	Dari
CC	English
CC	Russian
CC	Uzbek (Cyrillic, Latin)
CC	Urdu
CC	Punjabi
EC	Romanian
EC	Bosnian
EC	Greek
EC	Albanian,
EC	Turkish
EC	Bulgarian
EC	Serbian
EC	Italian
EC	Russian
AC	Arabic
AC	French
AC	Somali
AC	Swahili
PC	Indonesian
PC	Malaysian
PC	Bengali
PC	Tagalog



ATTACHMENT K ORGANIZATIONAL CONFLICT OF INTEREST (OCI) STATEMENT

The offeror and each subcontractor, consultant, and/or teaming partner shall complete and sign an Organizational Conflict of Interest (OCI) Statement. All information pertaining to OCI is outlined in Section H.8.1.

The contractor shall represent either that:

1. It is not aware of any facts that create any actual or potential OCI relating to the award of this contract, or
2. It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI.

If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.

Definition: FAR 2.101 "Organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

SAMPLE 1 – OFFEROR OCI STATEMENT

The following is an example of the OCI statement that each offeror shall complete and sign. All information pertaining to OCI is outlined in Section H.8.1.

(Insert Offeror Name) is responding to Task Order Request (TOR) *(Insert Task Order number e.g., GSQ0016ABC123)* for services supporting the *(Insert Client Agency's Task Order requirement)*. In accordance with solicitation Section H.8.1, *(Inset Offeror Name)* has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(Insert Offeror Name) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. *(Insert Offeror Name)* agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Insert Offeror Name

*Insert Offeror Point of Contact (POC) Name**

Date

POC Title

*Person must have the authority to bind the company.

SAMPLE 2 – SUBCONTRACTOR, CONSULTANT, TEAMING PARTNER OCI STATEMENT

The following is an example of the OCI statement that each subcontractor, consultant, and teaming partner shall complete and sign. All information pertaining to OCI is outlined in Section H.8.1.

(Insert Company Name) is participating as a subcontractor to *(Insert Offeror Name)* in response to Task Order Request (TOR) *(Insert Task Order number e.g., GSQ0016ABC123)* for services supporting the *(Insert Client Agency's Task Order requirement)*. In accordance with solicitation Section H.8.1, *(Insert Company Name)* has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(Insert Company Name) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. *(Insert Company Name)* agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Subcontractor, Consultant, Teaming Partner

*Point of Contact (POC) Name**

Date

POC Title

*Person must have the authority to bind the company.



NON-DISCLOSURE AGREEMENT (NDA)
BETWEEN
U.S. GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM)
AND
[CONTRACTOR]

This agreement, made and entered into this _____ day of _____, 20XX (the “Effective Date”), is by and between GSA and [CONTRACTOR].

WHEREAS, [CONTRACTOR] and GSA FEDSIM have entered into Contract Number [INSERT], Task Order Number [INSERT] for services supporting the [CLIENT AGENCY AND PROGRAM/PROJECT NAME];

WHEREAS, [CONTRACTOR] is providing [DESCRIPTION (e.g., consulting/professional IT, engineering)] services under the Task Order;

WHEREAS, the services required to support [PROGRAM/PROJECT NAME] involve certain information which the Government considers to be “Confidential Information”¹ as defined herein;

WHEREAS, GSA desires to have [CONTRACTOR]’s support to accomplish the Task Order services and, therefore, must grant access to the Confidential Information;

WHEREAS, [CONTRACTOR] through its work at a Government site may have access to Government systems or encounter information unrelated to performance of the Task Order which also is considered to be Confidential Information as defined herein;

WHEREAS, GSA on behalf of [CLIENT AGENCY] desires to protect the confidentiality and use of such Confidential Information;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Definitions.** “Confidential Information” shall mean any of the following: (1) “contractor bid or proposal information” and “source selection information” as those terms are defined in 41 U.S.C. § 2101; (2) the trade secrets or proprietary information of other companies; (3) other information, whether owned or developed by the Government, that has not been previously made available to the public, such as the requirements, funding or budgeting data of the Government; and *for contracts/orders providing acquisition assistance*, this term specifically includes (4) past performance information, actual/proposed costs, overhead rates, profit, award fee determinations, contractor employee data of offerors/contractors, methods or procedures used to evaluate performance, assessments, ratings or deliberations developed in an evaluation process, the substance of any discussions or deliberations in an evaluation process, and any recommendations or decisions of the Government unless and until such decisions are publicly announced. This term is limited to unclassified information.

¹ This does not denote an official security classification.

2. **Limitations on Disclosure.** [CONTRACTOR] agrees (and the [CONTRACTOR] Task Order personnel must agree by separate written agreement with [CONTRACTOR]) not to distribute, disclose or disseminate Confidential Information to unauthorized personnel under the Task Order.
3. **Agreements with Employees and Subcontractors.** [CONTRACTOR] will require its employees and any subcontractors or subcontractor employees performing services for this Task Order to sign non-disclosure agreements obligating each employee/subcontractor employee to comply with the terms of this agreement. [CONTRACTOR] shall maintain copies of each agreement on file and furnish them to the Government upon request.
4. **Statutory Restrictions Relating to Procurement Information.** [CONTRACTOR] acknowledges that certain Confidential Information may be subject to restrictions in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 2104), as amended, and disclosures may result in criminal, civil, and/or administrative penalties. In addition, [CONTRACTOR] acknowledges that 18 U.S.C. § 1905, a criminal statute, bars an employee of a private sector organization from divulging certain confidential business information unless authorized by law.
5. **Limitations on Use of Confidential Information.** [CONTRACTOR] may obtain Confidential Information through performance of the Task Order orally or in writing. These disclosures or this access to information is being made upon the basis of the confidential relationship between the parties and, unless specifically authorized in accordance with this agreement, [CONTRACTOR] will:
 - a. Use such Confidential Information for the sole purpose of performing the [PROGRAM/PROJECT] support requirements detailed in the Task Order and for no other purpose;
 - b. Not make any copies of Confidential Information, in whole or in part;
 - c. Promptly notify GSA in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and take all steps reasonably necessary to limit, stop or otherwise remedy such misappropriation, disclosure, or use caused or permitted by a [CONTRACTOR] employee.
6. **Duties Respecting Third Parties.** If [CONTRACTOR] will have access to the proprietary information of other companies in performing Task Order support services for the Government, [CONTRACTOR] shall enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. [CONTRACTOR] agrees to maintain copies of these third party agreements and furnish them to the Government upon request in accordance with 48 C.F.R. § 9.505-4(b).
7. **Notice Concerning Organizational Conflicts of Interest.** [CONTRACTOR] agrees that distribution, disclosure or dissemination of Confidential Information (whether authorized or unauthorized) within its corporate organization or affiliates, may lead to disqualification from participation in future Government procurements under the organizational conflict of interest rules of 48 C.F.R. § 9.5.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to



protection of Confidential Information in performance of the subject Task Order. This Agreement may not be modified except in writing signed by both parties.

9. Governing Law. The laws of the United States shall govern this agreement.

10. Severability. If any provision of this Agreement is invalid or unenforceable under the applicable law, the remaining provisions shall remain in effect.

In accordance with Public Law No. 108-447, Consolidated Act, 2005, the following is applicable:

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

11. Beneficiaries. If information owned by an individual or entity not a party to this agreement is disclosed or misappropriated by [CONTRACTOR] in breach of this agreement, such information owner is a third party beneficiary of this agreement. However, nothing herein shall create an independent right of action against the U.S. Government by any third party.

IN WITNESS WHEREOF, GSA and [CONTRACTOR] have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

Name

Date

Contracting Officer

[CONTRACTOR]

Name*

Date

Title

*Person must have the authority to bind the company.



TRAVEL AUTHORIZATION REQUEST (TAR)



CONTRACTOR:
CLIENT:

TAR Number:
Date:
Task *(Insert Section C
reference)* :
Task Order Number:

TO: <i>(Insert First and Last Name)</i> , FEDSIM Contracting Officer Representative (COR)		Last Invoice submitted:	
		CLIN <i>X00X</i> Value:	\$
Cumulative Amount Billed:			\$
FROM: <i>(Insert First and Last Name of requestor)</i>		Current CLIN <i>X00X</i> Balance:	\$
THROUGH: <i>(Insert client organization and First and Last Name)</i> Technical Point of Contact (TPOC)		Total Client Funding on CLIN <i>X00X</i> :	\$
		Current CLIN <i>X00X</i> Funding Available:	\$
SUBJECT: Travel Authorization Request # <i>(insert number)</i>			\$
DATE: <i>(Insert date)</i>		TAR Estimate:	\$
		New CLIN <i>X00X</i> Balance:	\$
		New Client CLIN <i>X00X</i> Balance:	\$

PURPOSE/JUSTIFICATION OF REQUEST:
(Include a description of the travel proposed including a statement as to purpose) .

TRAVELER:	NAME	COMPANY

TRAVEL ITINERARY:			
Departure:	Date	Origin/Destination	Return:
Leave			Leave
Arrive			Arrive
Leave			Leave
Arrive			Arrive
			Origin/Destination



TRAVEL AUTHORIZATION REQUEST (TAR)



		Estimated Cost	
Travel (CLIN X00X)		\$	700.00
Airfare:		\$	500.00
Hotel:		\$	200.00
M&IE		\$	-
Non Per Diem: <i>(insert as appropriate and create new rows; e.g., car rental, hotel taxes, baggage fees)</i>		\$	-
		\$	-
		\$	-
Other Direct Costs (CLIN X00X)		\$	-
(insert as appropriate and create new rows; e.g., car rental, hotel taxes, baggage fees)		\$	-
		\$	-
		\$	-
Subtotal Amount		\$	700.00
Indirect Handling Cost		\$	-
General & Administrative (G&A) Cost		\$	-
Total Travel Cost (CLIN X00X)		\$	-
Total ODC Cost (CLIN X00X)		\$	-
Total Trip Cost NTE		\$	-

REMARKS:

The estimated cost of travel must represent the contractor's best estimate. The amount obligated for this line item may be increased unilaterally by the Government if such action is deemed advantageous. Travel costs shall be reimbursed in accordance with Federal Travel Regulations (FTR), Joint Travel Regulations (JTR), or the Department of State Standardized Regulations (DSSR). Please note that a separate TAR should be submitted for each individual traveler.

Please contact me at *(insert requestor's phone number)* if you have any concerns or questions.

Contractor Requestor:		USSOCOM TPOC Acceptance:		FEDSIM COR Approval:	
Signature	Date	Signature	Date	Signature	Date



REQUEST TO INITIATE PURCHASE (RIP) FOR MATERIALS, EQUIPMENT, OTHER DIRECT COSTS (ODCs), AND/OR SERVICES

If the prime contractor has an approved purchasing system, the contractor shall prepare and submit a RIP to be reviewed and signed by the FEDSIM COR.

Contractor:
Client:

RIP Number:
Date:
Task (Insert Section C reference):
Task Order Number:

TO: <i>(Insert First and Last Name)</i> , FEDSIM Contracting Officer's Representative (COR)	CLIN X00X VALUE:	Last Invoice submitted:	
	CUMULATIVE AMOUNT	\$	-
	BILLED:	\$	-
FROM: <i>(Insert First and Last Name of requestor)</i>	CURRENT CLIN X00X		
THROUGH: <i>(Insert client organization and First and Last Name)</i> , Technical Point of Contact (TPOC)	BALANCE:	\$	-
	TOTAL CLIENT FUNDING		
SUBJECT: Request to Initiate Purchase # <i>(insert number)</i>	ON CLIN X00X:	\$	-
	FUNDING AVAILABLE:	\$	-
DATE: <i>(Insert Month Date, Year)</i>	RIP ESTIMATE:	\$	-
	NEW CLIN X00X BALANCE:	\$	-
	NEW CLIENT CLIN X00X		
	BALANCE:	\$	-

PURPOSE/JUSTIFICATION OF REQUEST:

Item: *(insert item(s))*

ESTIMATED PURCHASE COST:	\$	-
Item Cost	\$	-
Indirect costs authorized by the Task Order <i>(insert as appropriate)</i>	\$	-
Total Not to Exceed (NTE) cost	\$	-

All equipment, materials, and ODCs shall be purchased in accordance with client requirements. All equipment, materials, and ODCs shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless previously approved by the Contracting Officer, shall be used only in performance of this Task Order. All materials shall be purchased in accordance with applicable Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses and approved purchasing procedures. All equipment, materials, and ODCs shall be purchased in accordance with Task Order requirements and shall not exceed the funded amount on this Task Order. The contractor shall ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the Government.

Please contact me at *(insert requestor's phone number)* if you have any

Contractor Requestor:	USSOCOM TPOC Acceptance:	FEDSIM COR Approval:
Signature	Signature	Signature
Date	Date	Date



ATTACHMENT P ESSENTIAL CONTRACTOR SERVICES

In accordance with DFARS 252.237-7023, Continuation of Essential Contractor Services (OCT 2010), the Government has identified the following contractor services performed under this Task Order as essential contractor services in support of mission essential functions.

TOR Section	Task/Subtask
C.4.2	Task 2 – Conduct Internet-based MISO
C.4.2.1	Task 2 Subtask 1 – Planning Support
C.4.2.2	Task 2 Subtask 2 – Analysis Support
C.4.2.3	Task 2 Subtask 3 – Execution Support
C.4.2.4	Task 2 Subtask 4 – Assessment Support

****Insert written plan post award (after Government review and approval)****



**ATTACHMENT Q
EXTENDED WORK PERIOD/PAY PERIOD REQUEST**

Client	Employee Name	Extended Hours	Reason

Contractor to provide justification:

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

TPOC

FEDSIM COR

OCONUS SUPPORT REQUIREMENTS

R.1 DEPLOYMENT REQUIREMENTS

The requirements of this TO have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the Area of Responsibility (AOR), regardless if they are temporary travelers or permanently deployed/stationed.

The contractor shall perform requirements of this TO notwithstanding crisis situations, contingencies or exercises, including, at a minimum, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this TO for cause.

The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. The personnel in each team shall be available for deployment or duty at other designated CONUS locations at the end of that training period. The Government will determine the actual initial deployment dates based on mission requirements. The Government will assess individual performance during training in order to validate readiness to perform all tasks and duties. The Government will provide the following training (as needed):

- a. Individual pre-deployment training in accordance with DoD and U.S. Central Command requirements.
- b. Weapons qualification training, if required by arming authorization (only if authorized by the CO).

Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

R.2 DEPLOYING CONTRACTOR PERSONNEL

The CONUS Replacement Center (CRC) at Fort Bliss, Texas (<https://www.bliss.army.mil/CRC/>) is currently the designated processing site for personnel deploying to hazard duty/combat zones (HD/CZ) locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en-route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness
- b. Theater Specific Individual Readiness Training (TSIRT) certifications
- c. Current Individual Readiness File (IRF) records needed for identification and processing

- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service)
- e. Any other preparation to prevent rejection by the CRC

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

R.3 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor and subcontractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall comply, and shall ensure, that all deployed personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., Status of Forces Agreements (SOFAs), Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel and subcontractors.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel performance and conduct problems identified by the FEDSIM CO or FEDSIM COR.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

R.4 SPECIAL LEGAL CONSIDERATIONS

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, United States Code (U.S.C.), to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

R.5 ACCOUNTING FOR PERSONNEL

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its employees, including Third-Country Nationals

(TCNs), entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number.

R.6 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a list of all personnel (this includes subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

The contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

R.7 FORCE PROTECTION

While performing duties in accordance with the terms and conditions of the TO, the Service/Agency (e.g., Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) will provide force protection to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of force protection provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

R.8 REST AND RECUPERATION (R&R) AND EMERGENCY LEAVE

Deployed personnel shall be eligible for one, two-week R&R trip to the contractor Home of Record (HOR) per year of deployment. Airline fare and per diem for travel days are authorized in accordance with the Federal Travel Regulation (FTR). Travelers may travel to an alternate location other than the HOR, but costs above those calculated for the trip to and from HOR must be covered by the traveler.

In OCONUS areas, emergency leave travel is not chargeable to this TO, but may be taken in lieu of R&R travel. If a contractor employee is in a deployment location and an emergency occurs prior to the normal R&R period, the Government will normally accommodate the emergency leave once the emergency is verified by the Red Cross. If the contractor has questions on what constitutes emergency leave, the contractor shall refer to DoDI 1327.06 dated June 2009. Travel in conjunction with emergency leave (unless traveling from deployment area and emergency

leave approved in advance by the FEDSIM COR is in lieu of R&R travel) is at individual expense and not chargeable to the Government.

R.9 LIVING UNDER FIELD CONDITIONS

If requested by the contractor, and if available, the Government will provide contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations.

R.10 MORALE, WELFARE, AND RECREATION (MWR)

The Government will provide contractor employees deployed in the theater of operations MWR services commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

R.11 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall establish line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government will ensure that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

R.12 RETURN PROCEDURES

Upon notification of return, the USSOCOM TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all GFP provided to the contractor or the contractor's employees are returned to Government control upon completion of the deployment. The contractor shall provide the USSOCOM TPOC with documentation, annotated by the receiving Government official, of all equipment returns. The contractor shall be liable for any GFE not returned to the Government.

R.13 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the Department of State Standardized Regulation (DSSR) Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed as an Other Direct Cost (ODC).

R.14 SAFE HOUSE SUPPORT

The contractor shall acknowledge it is prepared, if required by the Government, to house and sustain, including feeding, its personnel in deployment locations and to accept/establish a safe house facility off of the U.S. compound. The FEDSIM COR will provide the contractor with written notification if the contractor must billet its personnel outside of the U.S. compound. Security and other services for the safe-house facility (including transportation to and from assigned duty location, if the duty location is on a U.S. or Coalition Force compound) may be provided by using Third Country National and LN staff, subcontracted for by the contractor awarded this TO. Security service providers must be on the approved vendor listing of both U.S. Forces and the Host Nation Government. All costs associated with this support, if implemented, shall be billed to the TO as an ODC. Safe house support staff, including security staff, will not be sponsored (issued a CAC and /or an LOA) by the Government under this TO. Construction is prohibited.

R.15 REFUNDS FOR TRAINING AND TRAVEL COSTS

Costs incurred by contractor personnel and paid by the Government for contractor training and travel shall be refunded or credited to the Government in the event the employee resigns from the Task Order (TO) or is terminated for reasons within his or her control within six months from the commencement of deployment or relocation. The Federal Systems Integration and Management Center (FEDSIM) Contracting Officer (CO) in conjunction with the USSOCOM Technical Point of Contact (TPOC) and FEDSIM Contracting Officer's Representative (COR) will ultimately determine if the Government will pursue a refund or a credit from the contractor.

The contractor shall refund or credit to the Government all costs incurred by the Government for specialized instructor and/or NDC training or travel in the event contractor personnel do not successfully complete said training or fail to pass the mandatory NDC basic health assessment.

The following scenarios are examples of situations where the Government would require reimbursement of all training and travel expenses if the issue occurs during the initial six months from the commencement of deployment or relocation. This is not an all-inclusive list.

- a. Contractor employee deployed to Afghanistan is found in possession of alcoholic beverages or pornography (violation of General Order #1).
- b. Contractor employee in Korea is detained by military police for violation of U.S. Army policy on sexual exploitation.
- c. Contractor employee in Italy decides two weeks after arriving that he or she "made a mistake" and chooses to return home.
- d. Contractor employee in Germany departs the TO, to accept a different position in Germany under a different TO outside of USSOCOM.
- e. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor failed to complete a law enforcement background check on the employee, which would have revealed a felony conviction, recent illicit drug use, or similar.
- f. Contractor employee reports to NDC (or equivalent) and is quickly disqualified for deployment due to morbid obesity (Body Mass Index (BMI) greater than or equal to (\geq) 40).

The following scenarios are examples of situations where the Government would likely allow contractor incurred charges to stand, even if it occurred during the initial six months from the commencement of deployment or relocation:

- a. Contractor employee in Afghanistan is advised that their spouse or child has died, been very seriously injured, or has a very serious disease.
- b. Contractor employee in Korea breaks his or her leg or suffers another serious injury (not related to abuse of alcohol or illegal drugs) that would require the employee to remain in a non-billable status for an extended period.
- c. Contractor employee in Germany suffers a heart attack and is told by a physician that he or she can no longer do the strenuous physical labor required for the position.
- d. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor did obtain a law enforcement background check on the employee and the employee passed that check prior to hire.
- e. Contractor employee reports to NDC and medical authority there subsequently disqualifies employee from deployment for reason that was not uncovered or revealed by employee's physician (contractor must be able to document that employee did complete and pass a private physician medical screening).

R.16 STATUS OF FORCES AGREEMENTS (SOFA)

In consultation with the servicing legal advisor, the TPOC will inform the contractor of the existence of all relevant SOFAs and other similar documents, and provide copies upon request. The contractor shall obtain all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the various SOFA implemented by U.S. Forces in a variety of theaters (e.g., South Korea, Italy, and Germany). The contractor shall coordinate with the Government to satisfy all requirements by the governing regulations for the specified theater. The contractor shall do the initial research into the requirements and inform the Government as to what the requirements are to travel into theater. It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. shall not constitute grounds for excusable delay by the contractor in the performance of the TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

R.17 GERMANY SOFA STATUS PROVISIONS

The contractor shall comply with Army in Europe Regulation 715-9 "Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel," USAR Regulation 600-700, "Identification Cards and Individual Logistics Support," and guidance provided on DOCPER and USEUCOM Civilian Personnel Directorate websites for SOFA and TESA status.

The DOCPER implements the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor personnel as Technical

Experts (TE) Troop Care (TC) providers, and Analytical Support (AS) contractor personnel. Contracts that propose to employ TE, TC providers, or AS personnel in Germany and the applications of individuals seeking TE/TC/AS status under those contracts, are submitted through DOCPER. The DOCPER website: <https://wr.acpol.army.mil/dcops-user/> provides guidance for DoD contractors for SOFA and TESA status.

R.18 RELOCATION

Relocation covers the expense of relocating existing contractor personnel to new work locations and relocating new contractor staff to their work locations overseas. The Government will not reimburse any contractor costs for relocation other than the travel costs (i.e., plane ticket) for the contractor employee only. Costs related to Permanent Change of Station (PCS)/repatriation, household goods transportation including privately owned vehicles (POVs), etc. will not be reimbursed by the Government.

A Relocation Plan for each contractor relocated identifies the costs the Government agrees to pay and also identifies a service commitment (FAR Subpart 31.205-35 Relocation costs (d)) the transferring contractor employee or new-hire makes in return for the relocation expenses being paid to the location. A three-year service commitment or service through the TO End Date, if the remaining Period of Performance is less than three years, must be satisfied for reimbursement of relocation costs back to the employee home of record (repatriation).

The USSOCOM TPOC and FEDSIM COR must pre-approve estimated direct costs associated with repatriation to the contractor employee's home of record and are subject to the following:

- a. Expenses incurred relocating transferring contractor employees or new-hires among user sites are paid if the USSOCOM TPOC and FEDSIM COR agree that the relocation is advantageous to the Government.
- b. The Government requests the contractor employee's removal from his/her position for reasons other than performance (e.g., the position is no longer needed).

The USSOCOM TPOC and FEDSIM COR will not approve reimbursement of costs associated with relocation of contractor employees back to the employee home of record in cases where:

- a. The contractor employee leaves before satisfying the three-year minimum commitment or termination of the requirement, whichever occurs first.
- b. The contractor removes a contractor employee from an assignment at a Government site for cause (e.g., poor performance or violation of SOFA or local base rules and regulations).

R.19 COST OF LIVING ALLOWANCE (COLA)

Contractor personnel are authorized to receive a COLA to compensate the contractor for serving at a location where the cost of living (excluding the cost of quarters and the cost of eligible family members' education) is substantially higher than in the MacDill Air Force Base, Florida area. This allowance is based on a percentage of spendable income and varies by location, salary, and number of dependents. The example calculation below provides more detail.

Example COLA Calculation: A contractor with an annual base salary of \$125,000 and a family of three located in Stuttgart, Germany would receive \$5,160 in annual COLA. Follow the steps below to see how the COLA amount was calculated.

- a. Step 1: Using the Department of State (DoS) website (<http://aoprals.state.gov/Content/Documents/SpendableIncome.pdf>) find the annual spendable income for the annual base salary of \$125,000 with a family size of three on the “Annual Spendable Income by Salary and Family Size” table. This amount is \$51,600.
- b. Step 2: Using the DoS website (<http://aoprals.state.gov/Web920/cola.asp>) find the DoS Post (Cost of Living) Allowance Percentage of Spendable Income Rate for Stuttgart, Germany. This amount is ten percent
- c. Step 3 - Calculate the COLA by multiplying the annual spendable income (\$51,600) and the percentage of spendable income rate (ten percent) to get the annual COLA amount ($\$51,600 * .10 = \$5,160$). This amount will vary according to location, date, and annual salary entries. Example date is effective 5/31/2017.

R.20 LIVING QUARTERS ALLOWANCE (LQA)

Contractor personnel are also authorized to receive an annual LQA which is intended to cover the contractor’s costs for rent, heat, lights, fuel, gas, electricity, water, and certain other fees. The LQA amount is calculated on the basis of location and with or without dependents rates. Reimbursement will be based on actual cost and will not exceed the applicable Group 3 rates as outlined in the “Annual Living Quarters Allowance In U.S. Dollars (DSSR 130) Rates.” These rates may be found at the following DoS website:

http://aoprals.state.gov/Web920/lqa_all.asp?MenuHide=1.

No other costs, regardless if allowable or not, shall be considered for contractor overseas permanent assignments including education allowances.

R.21 DEFENSE BASE ACT (DBA) INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying personnel are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the DoL.

- a. Pursuant to FAR 28.305, DBA insurance coverage provides workers’ compensation benefits (i.e., medical, disability, death) in the event of a work-related injury or illness Outside the Continental United States (OCONUS).
- b. The Government requires that all contractor personnel who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the United States (U.S.) Department of Labor (DoL).
- c. DBA insurance may be charged as a direct or indirect cost consistent with the contractor’s Cost Accounting Standards (CAS) Disclosure Statement (D/S) and Defense Contract Audit Agency (DCAA)-approved accounting system, and shall be furnished to the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer (CO) within 30 days of TOTOA. If required and approved by the FEDSIM CO, additional DBA riders may be charged to the Government.